

LLOYD'S AMERICAN TRUST DEED
FOR LONG-TERM BUSINESS

W H E R E A S :

1. THIS INSTRUMENT (hereinafter called "the American Trust Deed") sets forth certain of the terms and provisions governing the American long-term business of each Underwriting Member of the Society of Lloyd's (hereinafter called "the Name").

2. The parties under the American Trust Deed shall be the Name, the Agent or Agents through which the Name underwrites (hereinafter called "the Agent"), the Trustee hereunder acting from time to time (hereinafter called "the American Trustee") and the Society of Lloyd's (hereinafter called "Lloyd's").

3. By virtue of a resolution of the Council dated 9th January, 1991, the American Trust Deed was approved by the Council. The Council, by special resolution dated 8th December, 1993, hereby exercises its power to amend the American Trust Deed in the manner set forth herein. The American Trust Deed as so amended shall constitute an Overseas Direction as such term is defined in the Lloyd's Premiums Trust Deed approved by one of Her Britannic Majesty's Principal Secretaries of State under the Insurance Companies Act 1982 for long term business (hereinafter called "the Lloyd's Premiums Trust Deed").

4. The American Trust Deed as so amended is hereby restated in its entirety.

NOW, THEREFORE, it has been agreed that the property held or hereafter received by the American Trustee shall be subject to the following trusts and provisions:

FIRST: (A) The Name is an Underwriting Member of Lloyd's (which Members may be individuals or corporations) and underwrites through the agency of the Agent in association with certain other Underwriting Members of Lloyd's (hereinafter called "the other Names").

(B) The American Trust Deed shall relate and apply to the American long-term business carried on by the Name and not to any other underwriting business which the Name may now or hereafter carry on at Lloyd's or elsewhere.

(C) "The American long-term business" means such part of the Name's underwriting business at Lloyd's (which is long term business as defined from time to time by the Insurance Companies Act 1982 or by a later similar statute) as complies with the following two conditions: (i) the liability of the Name in respect thereof is expressed in U.S. dollars; and (ii) the premium payable to or for the account of the Name has been paid or is payable in U.S. dollars.

(D) Any reference in the American Trust Deed to "the American Trust Fund" means the property held in trust hereunder.

(E) Any reference in the American Trust Deed to "the Council" means the Council of Lloyd's constituted by Lloyd's Act 1982 and such of the following as shall from time to time be authorized by the Council to exercise any power hereby conferred on the Council: the Committee of Lloyd's, the Chairman of the Committee or a Deputy Chairman of the Committee, as the case may be.

(F) Any reference in the American Trust Deed to "the Premiums Trust Fund" means the property held in trust subject to the provisions of the Lloyd's Premiums Trust Deed.

(G) (i) Any reference in the American Trust Deed to "the Agent" means any one or more of: the Name's members agent at Lloyd's and any agent appointed by the Name and any Agent appointed by the Name's members agent in exercise of any authority given by the Name (or appointed by any agent or sub-agent of the members agent acting under any such authority or delegation of such authority) to act as an agent or sub-agent of the Name for the purpose of conducting all or any part of the Name's underwriting business and any successor thereto so acting and any Representative designated as hereinafter in this subdivision (G) provided.

(ii) The Agent may at any time and from time to time, by one or more instruments in writing filed with the American Trustee, designate any one or more employees of the Society (without limitation as to number) as the Agent's Representative or Representatives, and such Representative or any of such Representatives may, to the extent set forth in the relevant designation, act in like manner and with the same effect as the Agent itself might act hereunder. The designation of any employee of the Society as the Agent's Representative as hereinbefore provided shall remain effective unless and until revoked by the Agent by an instrument in writing filed with the American Trustee.

SECOND: (A) If the Name is an individual, the trusts hereunder shall subsist from the date of commencement of the underwriting business of the Name until such underwriting business shall have been wound up or until twenty-one years after the date of death of the Name, whichever shall first occur, which period shall be called "the trust term".

(B) If the Name is a corporation, the trusts hereunder shall subsist from the date of commencement of the underwriting business of the Name until such underwriting business shall have been wound up or until twenty-one years after the date of death of the survivor of the President and Vice President of the United States in office at the date of commencement of such underwriting business, whichever shall first occur, which period shall be called "the trust term".

THIRD: (A) Principal of the American Trust Fund shall consist of: (i) all premiums and other moneys payable during the trust term to or for the account of the Name in connection with the American long-term business; (ii) all other assets from time to time transferred to the American Trustee to be held by it as part of the American Trust Fund; and (iii) all investments and moneys for the time being representing the same.

(B) (i) All premiums and other moneys payable to or for the account of the Name during the trust term in connection with the American long-term business shall be paid or accounted for to the American Trustee and (by whomsoever and in whatever names the same may at any time be held) shall until so paid or accounted for be held in trust so to pay and account for the

same, but the American Trustee need not inquire whether this provision has been complied with, or verify the correctness of any account submitted to it, or take any steps to collect the said premiums or other moneys, and the American Trustee shall only be responsible for the amounts actually received by it.

(ii) Because premiums may be received by the American Trustee before all brokerage and/or commission and/or discount payable in respect thereof has been paid, the Council may from time to time make regulations or give directions regarding the payment of such brokerage and/or commission and/or discount by the American Trustee. The American Trustee shall comply with such regulations and directions, and shall be protected in doing, without inquiring whether or not the same are authorized or appropriate.

FOURTH: Income of the American Trust Fund shall be paid to the Premiums Trust Fund or transferred to principal of the American Trust Fund in such amounts as the Agent may from time to time direct. The American Trustee shall accept and act upon the statement of the Agent as to what income is to be paid or transferred in accordance with the foregoing provisions.

FIFTH: Principal of the American Trust Fund shall be held in trust for the following purposes:

(A) To pay any losses, claims, returns of premiums, re-insurance premiums and other outgoings in connection with the American long-term business;

(B) To pay the expenses incurred in connection with the American long-term business, which expenses shall be deemed to include: (i) remuneration and proper expenses of the American Trustee; (ii) any salary, commission, or other remuneration payable to the Agent or any other person, or any proper expenses of the Agent or any other person, in connection with the conduct or winding up of the American long-term business; and (iii) a proper proportion as certified or reported by auditors approved by the Council of any salary, commission, or other remuneration payable to the Agent, or any proper expenses of the Agent, in connection with the conduct or winding up of any

underwriting business of the Name, whether the American long-term business or not, and any expenses whatsoever from time to time incurred in connection with any underwriting business of the Name, whether the American long-term business or not;

(C) To transfer to the Premiums Trust Fund annually, if requested by the Agent, such property of the American Trust Fund as appears from certificates or reports given by auditors approved by the Council to be in excess of the amount or amounts required to be held in the American Trust Fund in accordance with the Instructions for the Guidance of Auditors issued by the Council from time to time in force to be held and dealt with as part of the Premiums Trust Fund.

(D) To transfer to the Premiums Trust Fund at any other time, if requested by the Agent and approved by the Council, such property of the American Trust Fund as is certified or reported by auditors approved by the Council to exceed the amount required to be held in the American Trust Fund for the purpose of providing for all liabilities both actual and estimated in respect of the American long-term business.

(E) The American Trustee shall accept and act upon the statement of the Agent as to what sums are from time to time required to be paid out of the American Trust Fund, and to whom payable, for any of the purposes specified in this Article without requiring the accuracy of any such statement to be verified, provided, however, that such statement shall be accompanied, where required by this Article, by a certificate or report of auditors approved by the Council and, where so required, by written evidence of Council approval; and provided further that such statement does not conflict with any regulation or direction of the Council to the American Trustee pursuant to Article THIRD (B) (ii) hereof.

(F) The American Trustee shall not be required to inquire as to: (i) the accuracy of any certificate or report of the said auditors furnished to it under the provisions of this Article; or (ii) whether such certificate or report has been prepared in accordance with the instructions and regulations of the Council; or (iii) the propriety of any approval by the Council. The American Trustee shall be fully protected in relying upon any auditors' certificate or report or any resolution of the Council determining what transfers may be made to the Premiums Trust Fund under the foregoing provisions of this Article.

(G) With respect to sums requested by the Agent to be paid in accordance with this Article, the American Trustee shall either make payment directly in the amounts and to the person or persons specified by the Agent, or, in its discretion, make payment to the Agent to be disbursed by the Agent in the manner specified. The American Trustee shall have no duty to see to the application of payments so made to the Agent, nor shall it be liable for the misapplication of such payments.

SIXTH: (A) The American Trust Fund shall inure for the benefit of all policy holders to whom the Name is liable in respect of the American long-term business. No policy holder shall be entitled at any time to charge the American Trustee in respect of any assets, other than the assets of the American Trust Fund in the hands of the American Trustee at the time the policy holder's claim becomes enforceable as herein defined. Nor even after his claim becomes enforceable as herein defined, shall any policy holder be entitled to require from the American Trustee any account, or otherwise to inquire into the course of administration of the trusts relating to the American Trust Fund, or to question any act or thing done or suffered by the American Trustee, or otherwise to enforce such trusts, the sole right under the American Trust Deed of such policy holder being to receive the amount of his claim after it has become enforceable as herein defined from the assets of the American Trust Fund then actually in the hands of the American Trustee and available for such payment as provided in subdivision (C) of this Article.

(B) The claim of a policy holder against the American Trust Fund shall become enforceable within the meaning of this Article when all of the following four conditions have been complied with:

(1) A judgment has been obtained by the policy holder in any court of competent jurisdiction within the United States against the Name in respect of the Name's liability under a policy.

(2) Such judgment has become final in the sense that the particular litigation has been concluded either through the failure to appeal within the time permitted therefor or through the final disposition of any appeal or appeals that may be taken. The word "appeal" as used in this subdivision (B) shall include any similar procedure for review permitted by the applicable law.

(3) The filing with the American Trustee of a certified copy of the said judgment, together with such proof as to its finality and its conformance with the other conditions specified in this subdivision (B) as the American Trustee shall require.

(4) The expiration of a period of thirty (30) days from the date of the filing of the said certified copy of the said judgment and all of the said proofs with the American Trustee without such judgment having been satisfied.

(C) Where the claim of any policy holder becomes enforceable as defined in subdivision (B) of this Article, the judgment therein referred to shall be forthwith satisfied by the American Trustee out of the American Trust Fund without regard to the rights of the other policy holders to whom the Name is liable in respect of the American long-term business or any payment that may be then due for any of the purposes specified under Article FIFTH hereof, other than the remuneration and expenses of the American Trustee.

(D) The American Trustee shall be absolutely protected and shall incur no liability for any action taken or omitted by it in good faith hereunder, and shall be absolutely protected in relying upon the opinion of counsel in New York as to whether or not any judgment obtained by a policy holder conforms with all of the conditions specified in subdivision (B) of this Article, including, without limitation, whether or not the court in which such judgment was obtained is a court of competent jurisdiction within the meaning of the said subdivision, and whether or not such judgment is final within the meaning of the said subdivision. In the event of any suit or proceeding brought against the American Trustee based upon a judgment obtained by a policy holder against the Name in respect of the Name's liability under a policy, the American Trustee shall be entitled to charge against the American Trust Fund any expenses incurred by it in the said suit, including attorneys' fees, and also any judgment obtained against the American Trustee, including interest and costs.

SEVENTH: (A) Subject to the aforesaid trusts, the American Trust Fund shall be held in trust during the trust term for the Name, his executors or administrators or his or its successors or assigns.

(B) Upon the expiration of the trust term, principal and income of the American Trust Fund shall be distributed to the Name or to his executors or administrators or his or its successors or assigns.

EIGHTH: (A) Subject to the requirements of the Council, the American Trust Fund shall be managed and invested by the American Trustee at the direction of the Agent.

(B) (i) The American Trustee shall not be bound to inquire whether the Agent has complied with the regulations and directions of the Council with respect to any investment and, unless otherwise directed by the Agent, shall be under no duty to take any action with respect to investments other than to collect the income or other sums payable thereon.

(ii) The American Trustee shall withdraw from the American Trust Fund such moneys or other property as the Agent directs for any of the purposes to which the American Trust Fund is applicable hereunder.

(iii) Unless the Agent shall otherwise direct, the American Trust Fund may be commingled with the American Trust Fund of any of the other Names.

(iv) The American Trustee shall notify the Agent of conversion or subscription or other rights accruing on property held in the American Trust Fund and of any default in the payment of principal or interest or the passing of any dividend or other payment in respect of any such property. Such notice may be addressed to the Agent in care of Lloyd's, London.

(v) As and when (but not otherwise) directed by the Agent in each particular case, the American Trustee shall exercise, sell or waive all conversion, subscription, voting and other rights of whatsoever nature including options and warrants, and grant proxies, discretionary or otherwise.

(vi) Unless the Agent shall otherwise direct, the American Trustee may register and hold property of the American Trust Fund in its own name or in the name of its nominee, or in an appropriate depository, without adding words descriptive of its fiduciary character.

ELEVENTH: The American Trustee shall submit to the Agent, whenever requested by the Agent in writing, an account in respect of its acts and proceedings as such trustee, but not oftener than semi-annually (except in the case of the death or retirement of the Name or in the event of the removal or resignation of the American Trustee). The approval of any account of the American Trustee by the Agent shall be binding and conclusive upon any and all persons interested hereunder, and shall constitute a complete discharge and acquittance to the American Trustee with respect to any and all matters covered by such account, and the American Trustee shall not thereafter be accountable to any person whomsoever with respect to its acts and proceedings during the period covered by such account. The American Trustee shall not be required to account to any person other than the Agent.

TWELFTH: The Council shall have power in its discretion to amend the American Trust Deed and also to revoke the trusts created hereunder; provided that such power shall not be exercised by the Council unless the Council is satisfied that all liabilities both actual and estimated of the Name in respect of the American long-term business have been met or provided for and shall have so notified the American Trustee; and provided that any revocation of the trusts hereunder shall not be effective until five (5) years from the date on which the Council shall notify the American Trustee in writing of the Council's intention to revoke such trusts. The Council shall give written notice to the American Trustee and to the Agent (and the Agent shall in turn notify the Name) of any such amendment or revocation and of the effective date thereof.

THIRTEENTH: The American Trustee shall accept written notice given by the Council as to the identity of the Agent. The American Trustee shall be protected in acting upon any written statement made by the Agent with respect to the authority conferred on it whether directly or indirectly by the Name.

FOURTEENTH: The Council may make such arrangements with the American Trustee as the Council and the American Trustee think fit as to the remuneration of the American Trustee and any such remuneration shall be an expense of the American Trust Fund. The American Trustee shall be entitled to reimbursement out of the American Trust Fund of any reasonable expenses (including, without limiting the generality of the foregoing, counsel fees)

incurred by it in connection with the administration of the American Trust Fund, and the American Trustee shall have a first lien on the property from time to time comprising the American Trust Fund for any such remuneration and the amount of any such expenses.

FIFTEENTH: Subject to the effective date provisions of this Article, the American Trustee may at any time be removed as trustee and a new American Trustee appointed hereunder by a resolution passed by the Council; provided that any trustee appointed under this Article shall be a bank or trust company organized under the laws of the United States of America or any State thereof and shall be a member of the Federal Reserve System in the United States of America. Upon adoption of any such resolution of appointment, an authorized officer of Lloyd's shall execute such instruments as are necessary or proper for effectuating the appointment of the new American Trustee. Upon the appointment of the new American Trustee, the American Trust Fund shall be transferred to the new American Trustee. The American Trustee may resign at any time by giving written notice addressed to the Chairman of Lloyd's, London. Such removal or resignation shall take effect on the date specified therein, which shall not be less than ninety (90) days from the date of the Council's resolution of removal or the date the resignation is mailed, as the case may be. On and after the effective date of such removal or resignation, the sole duty of the former American Trustee shall be to transfer the American Trust Fund to the new American Trustee. The former American Trustee shall, nevertheless, remain entitled to the settlement of its account and to the payment out of the American Trust Fund of any compensation due to it up to the time of its removal or resignation and any expenses or other disbursements (whether theretofore or thereafter arising) for which it would be entitled to reimbursement from the American Trust Fund if it had not been transferred to the new American Trustee.

SIXTEENTH: (A) The American Trustee shall be protected in relying upon the authenticity of any communication from the Council which purports to be signed by an authorized officer of Lloyd's.

(B) The American Trustee shall also be fully protected for any action taken or omitted by it in reliance on any written instrument of any kind believed by it to be genuine and purporting to be signed or sent by the proper person or persons or to have been passed by the proper authorities.

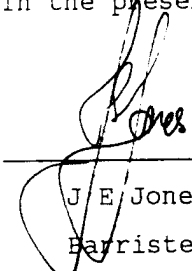
(C) The American Trustee may require that any request made by the Agent under this instrument shall be in writing and filed with the American Trustee at its head office.

SEVENTEENTH: The legal estate in property from time to time constituting the American Trust Fund shall be vested in the American Trustee, subject only to the execution of the trusts hereunder, and the only right of the Name, his executors or administrators or his or its successors or assigns shall be one in personam against the American Trustee to enforce the performance of the trusts hereunder, and pursuant thereto to receive any balance that may be available after the application of the American Trust Fund for all of the other purposes specified hereunder.

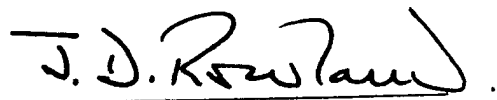
EIGHTEENTH: The provisions of the American Trust Deed and the rights of all parties in respect of the American Trust Fund shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF JOHN DAVID ROWLAND, Chairman of Lloyd's, has declared the trust hereunder and has executed the foregoing American Trust Deed on behalf of the Council of the Society of Lloyd's this 9th day of December, 1993.

In the presence of:



J E Jones
Barrister
Solicitor's Department
Lloyd's



John David Rowland
Chairman of Lloyd's

CITIBANK, N.A., now serving as the American Trustee, acknowledges receipt of the amended and restated American Trust Deed, signed and effective December 9, 1993, accepts the terms thereof and acknowledges that it has received the written notice required by Article TWELFTH of the American Trust Deed.

CITIBANK, N.A.

By:

Peter von Kantmann
Vice President

ATTEST:

Robert Ellwood
SENIOR TRUST OFFICER

on December 17, 1993, before me personally came Peter von Kantmann, who being duly sworn said that he resides at Stewart Manor, NY and is a Vice President of CITIBANK, N.A., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed hereto is the corporate seal and was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like order.

Marjorie Rapien

MARJORIE RAPIER
Notary Public, State of New York
No. 31-496532
Qualified in New York County
Commission Expires April 23, 1994